

## APPENDIX MESSAGE EXCHANGE

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**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL  
AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND  
UNBUNDLED SERVICE**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to TWTC as a result of TWTC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 As used herein, AM-WI means the applicable SBC owned ILEC doing business in Wisconsin.
- 1.3 As used herein, Ameritech means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

**2. DEFINITIONS:**

- 2.1 "555" is an AM-WI service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.
- 2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 2.3 "976" is an AM-WI service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "976" prefix.
- 2.4 "Abbreviated Dialing" is an AM-WI service by which Providers offer information services for a fee to a TWTC End-User who dials a telephone number with less than seven digits.
- 2.5 "Adjustments" are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 "Ancillary Message Services" available in AM-WI. Offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.
- 2.7 "Calling Party Pays Cellular" or "CPP Cellular" is an AM-WI service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

- 2.8 **“Calling Party Pays Paging”** or **“CPP Paging”** is an AM-WI service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 **“CLEC CATS Messages”** means intraLATA Calling Card and third number billed messages billed to a TWTC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 **“Provider”** is the entity that offers an AM-WI Ancillary Message Service to an End-User.
- 2.11 **“Uncollectibles”** are amounts billed to TWTC’s End-Users, which after standard intervals and application of standard collection procedures, are determined by TWTC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.
- 2.12 **“CLEC Non-CATS Messages”** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the TWTC’s End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

### 3. DESCRIPTION OF BILLING SERVICES

- 3.1 AM-WI will receive LEC carried ABS messages being billed to TWTC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. AM-WI shall forward rated messages to TWTC on the Daily Usage File (DUF).
- 3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 3.3 AM-WI shall bill charges to the TWTC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a TWTC Resale or UNE port End-User account. TWTC will not be billed for ABS traffic when TWTC only orders a UNE loop without switching.
- 3.4 As a part of provisioning local service for TWTC, AM-WI will block End-User access to 900/976 numbers upon specific written request by TWTC for each separate End User line
- 3.5 TWTC shall block End-User access to Ancillary Message Services upon AM-WI’s written request.

- 3.6 If blocking is not requested, AM-WI shall record all Ancillary Message Service calls transported by AM-WI that originate from a TWTC's End-User's telephone number. AM-WI shall provide TWTC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where TWTC's switch generates call information, TWTC will provide AM-WI with call information for each call on a daily basis. AM-WI will rate the call with each Provider's requested rates and return a formatted record to the CLEC. TWTC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

#### **4. COLLECTION SERVICES**

- 4.1 TWTC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. TWTC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than TWTC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.
- 4.2 All messages should be billed within 30 days of receipt. TWTC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

#### **5. CHANGES TO PROVIDER'S SERVICES AND RATES**

- 5.1 TWTC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

#### **6. THIS SECTION INTENTIONALLY LEFT BLANK**

#### **7. SETTLEMENT ARRANGEMENT AND PAYMENT – AM-WI**

- 7.1 AM-WI shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."
- 7.2 The amount due to AM-WI under this Appendix shall be the total of all billable charges submitted to TWTC under this Appendix, less:
- 7.2.1 All charges due TWTC under subsection 7.1;
- 7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;
- 7.2.3 Adjustments as provided in subsection 7.4;

#### 7.2.4 Taxes collected from TWTC End-Users.

- 7.3 TWTC shall provide AM-WI with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by AM-WI on or before the fifth Business Day of every month. Payment of the amount owed to AM-WI by TWTC as calculated in Section 7.2 hereof is due and shall be paid to AM-WI on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

#### 7.4 Adjustments

- 7.4.1 TWTC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by AM-WI within sixty (60) calendar days from the date of the message, or as mutually agreed upon by the Parties at the point of implementation.

#### 7.5 Uncollectibles

- 7.5.1 TWTC may recourse to AM-WI an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by TWTC to AM-WI within one hundred twenty (120) calendar days from the date of the message.

#### 7.6 Taxes

- 7.6.1 Taxes Imposed on Services Performed or Provided by TWTC. TWTC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by TWTC.
- 7.6.2 Taxes on Ancillary Message Services. TWTC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying AM-WI of those taxes. AM-WI shall notify TWTC of this information and pursuant to this Agreement TWTC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to AM-WI. TWTC shall identify the amount of taxes and type of taxes, by Provider. AM-WI shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

## **8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.